IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.39 OF 2007

IN

SUMMARY SUIT NO.3091 OF 2006

Pankajkumar Virji Shah. ...Plaintiff.

vs.

1.Chhaya Cut-piece House & others. ...Defendants.

Mr.M.M.Kenia, for Plaintiff.

Mr.J.S.Kini i/b. Suresh Dubey, for Defendants.

CORAM: D.K.DESHMUKH, J.

DATED: 6th MARCH,2007.

P.C.:

1. The suit of the plaintiff is based on the promissory notes which according to the plaintiff have been signed by the defendant no.2 on behalf of defendant no.1 firm of which he is a partner. The defence of the defendants is of general denial. They denied everything and they claim that all the documents are fabricated. Though there is specific averment made in the plaint that the promissory notes have been signed by the defendant no.2 and it is the

defendant no.2 who has filed affidavit, he nowhere denies that he has signed the promissory notes. The defendants state that the defendants have made general statement that the documents are fraudulent and fabricated which contemplates that they have denied that defendant no.2 has signed that document. In my opinion, there is no substance in the defence put up by the defendants. When there is specific averment made in the plaint that the defendant no.2 has signed the promissory notes on behalf of defendant no.1, in order that the Court does not accept the averments in the plaint, it was for the defendants to specifically deny those averments. I find that this is a desperate defence taken by the defendants because there are no defence to offer. Therefore, the defendants are not entitled to any leave to defend.

2. The summons for judgment is granted. Suit of the plaintiff is decreed in terms of prayer clause of the suit. Refund of court fees as per rules.